

1 undisputed and it came out of the mouths of
2 the witnesses and Mr. Bond was the principle
3 witness on the stand. They haven't disputed
4 a single fact. And that fact is that two of
5 them insisted on equity in order to get the
6 carriage because they had the Sunday Ticket
7 arrangements. Major League Baseball had Extra
8 Innings. Remember Major League Baseball did
9 a deal and shut out the cable company from it
10 and said we are giving it to DirectTV only.

11 Here was going to be the NFL all
12 over again. Down in front of Congress,
13 everybody is screaming at each other. It is
14 like this mud fight. Right? And finally MLB
15 says, okay, these are the terms. They are not
16 negotiable. Here is what you have to do.

17 The NHL and NBA each had a story
18 like that as well. NBA has something I think
19 called League Pass that they were also, that
20 is their Sunday Ticket. They also held out on
21 that and said you won't get that Sunday Ticket
22 unless you give us the distribution that we

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1 want and where there was an equity component
2 in it.

3 NHL was an equity deal as well.
4 Mr. Bond talked about the negotiations behind
5 that and how that came to be as well and why
6 NHL made the presentation that they made. And
7 I don't know if there is any member of the
8 press here so I won't mention the number, the
9 price that NHL, and they hate this fact, the
10 price that NHL is getting out of that deal is
11 40 percent less than the price they want now.

12 Each of them has a unique story,
13 is my point. It is in the record. They
14 ignore it all and they just come to you and
15 say well all of them are channels that they
16 have equity in and look at the distribution
17 they are getting.

18 The FCC has made clear, I think,
19 in *Wealth* and *MASN* you cannot present a
20 Section 616 case that way. You are required
21 to look at the particular facts behind each
22 situation. *MASN* involved a similar argument

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1 that was made about how other affiliates were
2 being carried or not carried. And MASN said,
3 that is not enough. You have to go in and it
4 talks in the opinion about the fact there was
5 an explanation for each one of them that was
6 credible and a legitimate business
7 explanation. And I submit to you that not
8 even Mr. Schmidt in his rebuttal time will
9 dare say that Mr. Bond's explanations of those
10 three contracts were not credible. There is
11 not a speck of evidence to dispute the story
12 he gave.

13 And you remember that the only
14 contrary evidence that they offered was Dr.
15 Singer's opinion, based on the *Washington*
16 *Times* article that I crossed him on. That the
17 *Washington Times* at one point had said
18 something to the effect of, the way they got
19 the distribution had to do with the equity
20 transfer. And I said to Dr. Singer, are you
21 telling me we should trust the *Washington*
22 *Times* story over the testimony of the actual

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1 witnesses? And Dr. Singer, you will remember
2 also said he hadn't even bothered to read the
3 testimony of Mr. Bond. I think that goes to
4 bias and objectivity but that is a different
5 issue.

6 To me, that is at the heart of
7 this process and underscores the critical role
8 that it, again I'm coming full circle now and
9 maybe I will wrap up here that I started out
10 on, it is the record. The ruling here has to
11 be based on the record evidence in front of
12 you, not based on broad generalizations that
13 have nothing to do with the actual record
14 evidence.

15 My client, these individuals, Matt
16 Bond, Jen Gaiski, Greg Rigdon came in here and
17 answered all the questions honestly,
18 truthfully. Mr. Bond was on here for a whole
19 day, Your Honor. And I submit to you there is
20 nothing that would qualify anybody in
21 rejecting their testimony as not credible on
22 the issue of why they made the decision they

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1 made in 2009 and on the issue why Tennis
2 Channel is being carried where it is right now
3 and the costs that would be imposed.

4 I want to take one more shot, and
5 I have taken a few but politely, at something
6 the Enforcement Bureau put in their recent
7 submission because to me the cost is such a
8 compelling argument and there is no dispute
9 over the magnitude of the cost that we are
10 talking about here that would be imposed under
11 the relief they are requesting. If it is only
12 private session, the proposal that was made in
13 2009 would have imposed an additional 120 to
14 200 million dollars in costs. There is no
15 dispute. That is an undisputed cost number.

16 The distribution that they are
17 asking for now because it is greater would
18 actually impose even more, some 250 million
19 dollars in costs. There is no dispute over
20 that.

21 There is no evidence in the record
22 that there would be an ounce of benefit we

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1 would receive form that. My client has said
2 we surveyed the field. We didn't see any
3 customer demand. We did the ad avails. We
4 are already swimming in ad avails. There was
5 uncontested testimony about we can't sell all
6 the ad avails we have now. We don't need any
7 more ad avails. None of that is disputed.

8 And more to the point, they have
9 the burden of proof. They offered no
10 evidence, not even from their experts about
11 one spec about new business we would hope to
12 get from this investment of 250 million
13 dollars. They offered zero proof. There is
14 zero proof in this record of any
15 quantification of any benefit that would come
16 from the 250 million dollars. It is sitting
17 basically as a loss that we would have to
18 incur.

19 Now, the Enforcement Bureau's
20 answer to that is to say, ah, the absolute
21 price of total cost would go up but on a per
22 subscriber basis it would go down. And

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1 meaning no disrespect, my reaction to that is
2 to say, this is why government shouldn't run
3 a business. You don't justify spending
4 hundreds of million dollars more by saying but
5 I can spread it over more subscribers. That
6 is what got us into the mortgage mess. That
7 is what gets people into financial trouble all
8 the time. You have to make profit-making
9 decisions individually. You don't get to say,
10 gee, instead of a mortgage on my house of a
11 hundred thousand, I will make it five hundred
12 thousand because I can spread it over more
13 years. It is still another five hundred
14 thousand on your mortgage and someday you have
15 to make it up and pay it.

16 The same thing here. It is still
17 another 250 million dollars in my client's
18 business and somehow they have to find a way
19 to make that up for their shareholders. And
20 there is no proof these gentlemen have offered
21 up any prospect they have of doing that
22 whatsoever.

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1 The Enforcement Bureau also drops
2 a footnote at that point, making the
3 observation that well, my client makes roughly
4 36 billion dollars in revenues a year and
5 this is only 20 million dollars per year,
6 totaling 250 million dollars. And that is not
7 proper consideration for this type of
8 proceeding either.

9 Under that argument I guess all of
10 the most successful companies in the nation
11 should now be burdened with losses because
12 they can afford to bear the losses. At that
13 rate, our economy won't last much longer.

14 My client has a stewardship to run
15 their business to make a profit and they are
16 looking at a transaction that would lose them
17 250 million dollars and there is no
18 justification for that in the marketplace.

19 I planned to just touch remedy but
20 suffice it to say I don't think the Court
21 should even reach the remedy issue. Your
22 Honor asked a question wouldn't I need to have

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1 some more evidence or argument on that. What
2 the Enforcement Bureau has suggested, because
3 they fashioned, created a proposed remedy on
4 their own here that is different than either
5 of the parties' position which they
6 acknowledge might require some more
7 proceedings. I think if we are going to get
8 into issues about pricing and how to fairly
9 price something and the consequences of
10 imposing distribution, remember the
11 distribution they are asking for would include
12 analog. It would require us to displace
13 channels that are already there. The
14 Enforcement Bureau suggests that that should
15 be carved out.

16 MS. BERGOLD: How does that work?

17 MR. CARROLL: Analog has limited
18 bandwidth.

19 MS. BERGOLD: I mean, they are not
20 requiring -- asking you. They are not -- They
21 are asking for parity.

22 MR. CARROLL: The parity would

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1 require either we pull down channels and take
2 them away from -- our own channels, take them
3 away from customers --

4 MS. BERGOLD: Right.

5 MR. CARROLL: -- or it would take
6 out another channel from a customer. Either
7 way, customers would have channels taken away
8 from them.

9 JUDGE SIPPEL: This is in order to
10 use that preferred tier. Is that what that is
11 all about?

12 MR. CARROLL: In order to do what
13 Tennis Channel wants, which is to increase its
14 distribution in analog networks, and there are
15 some in the nation that are still analog, we
16 are not all digital yet, there are bandwidth.
17 There is restrictions on how much space there
18 is to put channels on. And if we have to
19 increase their distribution in those analog
20 areas, in the analog areas you would have to
21 pull down and make room for them and other
22 channels would be displaced.

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1 MS. BERGOLD: Unless you pulled --

2 MR. CARROLL: I am going to cover
3 your unless. I promise.

4 MS. BERGOLD: Okay.

5 MR. CARROLL: I promise. Let me
6 just finish this point, if I could.

7 The Enforcement Bureau's proposal
8 to that is okay, we acknowledge that is a
9 problem, and it is a problem, so let's just
10 exclude those and put those to the side and
11 you shouldn't touch the analogs. That might
12 be right but we have had no evidence in
13 proceedings around any of these issues. And
14 I think frankly, Your Honor, if we were going
15 to get into this phase, you know, to make a
16 full record, it is not a bad idea to think
17 about because there is a lot of complicated
18 issues like that.

19 Now to your other side of the
20 issue which is okay but the alternative they
21 give us is we will just pull our networks down
22 and they say they would be happy with that and

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1 wouldn't that alleviate the problems in those
2 areas. It would alleviate the problem of
3 ticking off other channels but it would not
4 alleviate the problem of channel displacement
5 because my channels would now be taken away
6 from people who right now want those channels
7 and who will be swamping my call centers with
8 pleas of why is it that I don't have this, as
9 happened in Charter. And for that reason, it
10 gets right into the space of for the FCC it
11 said, you have got to go real slow before you
12 start taking programming away from people as
13 part of a remedy that you are being asked to
14 award.

15 That is why, as I thought about
16 this case, I have never thought they
17 realistically were proposing the idea that
18 taking down the channel and putting it on the
19 sports tier would be sufficient because it
20 runs right into this problem that you are
21 taking programming away from consumers.

22 My team will probably say I have

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1 missed half of the outline they have put
2 together for me but unless you have more
3 questions for me at the moment, I thank you
4 for your attentiveness to this and I again
5 than you for the attention you have already
6 paid the record and I implore you, these are
7 just arguments by counsel on both sides, me
8 included, and the test for all of this should
9 be in the record evidence you have in front of
10 you.

11 JUDGE SIPPEL: Well you have been
12 very helpful but the questions are important
13 to us. So we just do our best with the
14 questions if we got our eye on it. We have
15 got our eye on this, I know that. I can say
16 that.

17 Now, you are going to come back, I
18 know, but I just want to say this. What the
19 Commission did in *Wealth TV* is a serious
20 authority now. What the Commission did is it
21 took a recommended decision and it has adopted
22 it. Actually the burden of proof, the burden

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1 and all that kind of stuff, everything
2 basically was adopted, which really makes the
3 ID, or which really makes the recommended
4 decision, rather, an initial decision.

5 And I am sure you were aware of
6 this in writing your proposal but this
7 particular designation order is the
8 traditional sense we are asked or required to
9 write an ID on this case. This is not going
10 to be a recommended decision. This is going
11 to be an initial decision and it does carry
12 more weight, depending on what happened. But
13 once everything goes up on appeal, to the
14 Commission and the Court of Appeals then all
15 bets are off. I just wanted the record to be
16 clear on that so we are not -- anyway. I hope
17 that is the last time we ever see a
18 recommended decision. But anyway, that's for
19 different times, different people, different
20 reasons, I guess.

21 So that is all I have to say.
22 Now, let's go into a little bit of this

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1 rebuttal. Since you are such collegial
2 opponents, this should be very easy, I guess.

3 MR. SCHMIDT: Well there are two
4 things I would like to respond to in my
5 rebuttal. One of them frankly is the point
6 Your Honor touched on, which was a theme of
7 Comcast papers, these very strong credibility
8 attacks and the other is just what is now
9 clear, a very different sense of what the law
10 is.

11 Before talking about those two
12 things, let me be absolutely clear. If they
13 establish that on the analog systems, which as
14 we understand it don't really exist anymore or
15 won't really exist in the near future, that
16 they have to displace channels to put us
17 there, we are not asking for that. What they
18 have said in this case is that they have got
19 no bandwidth on digital. Digital is where
20 they are moving. We deserve their carriage,
21 that parity. That is what we are asking for.

22 Let me turn to the two points I

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1 wanted to talk about. Mr. Carroll took a lot
2 of shots in my direction. I'm a big boy. I
3 can handle those. I do want to respond to one
4 of those because I am also a lawyer and I
5 can't resist responding and that is the one
6 place where he said we mis-cited the record.
7 The one example he gave, that is Mr. Rigdon
8 who at 1877 of the transcript was read
9 testimony from his deposition where he was
10 asked about what would happen if a Comcast
11 system wanted to expand its carriage of Tennis
12 Channel. He said, "I believe that would
13 require my approval" -- this is from his
14 deposition -- "and you know much as was the
15 case of Charter, I would not grant that
16 approval." That is what we were relying on.

17 There were shots at the
18 Enforcement Bureau, right down to the fact
19 that they are government servants. They can
20 respond to those.

21 The ones we take issue with are
22 the criticisms of our witnesses, every one of

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1 our witnesses across their papers. Mr.
2 Solomon, because they thought he was giving
3 Mr. Bond a great deal when Mr. Bond said I
4 want a price reduction and he came back with
5 a price reduction that Mr. Bond himself said
6 "I don't think you can do."

7 Mr. Solomon, because he was
8 absolutely candid about the facts of the Dish
9 deal and the DirecTV deal, but he didn't
10 describe it in the same terminology that Mr.
11 Carroll would have liked him to have described
12 it. That is not a legitimate credibility
13 attack nor are the credibility attacks on Dr.
14 Singer; Mr. Brooks, the senior statesman in
15 the industry who was attacked for his
16 credibility; or Mr. Herman who was accused of
17 going on fake sales pitches to build his case
18 of showing advertising similarity.

19 As was pointed out by the
20 question, there is absolutely no evidence to
21 support that claim. Those are not legitimate
22 credibility attacks.

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1 JUDGE SIPPEL: What about his
2 comment about Dr. Singer and the *Washington*
3 *Times* article versus the testimony of the
4 actual experts? What do you make out of that?

5 MR. SCHMIDT: What I make out of
6 that is Dr. Singer cited a *Washington Times*
7 article.

8 JUDGE SIPPEL: I let him do that,
9 huh?

10 MR. SCHMIDT: Well, Your Honor
11 expressed some concern about it, as you did
12 with Mr. Orszag, who also cited that type of
13 material.

14 But what Dr. Singer was relying on
15 was the facts of that deal. The facts of
16 those deals were whatever else was involved,
17 and there is always an explanation, but
18 whatever else was involved, the moment Comcast
19 got equity, the carriage increased. Those are
20 just stark facts.

21 Whatever the explanations that are
22 given, and Mr. Carroll can give his and we can

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1 give ours, what we know about those deals is
2 the increased carriage only came with equity.
3 Whatever you want to say about League Pass or
4 about everything else, equity was a part of
5 it. That is the point Dr. Singer was making
6 and there is no dispute on that point. There
7 is no dispute that those deals happened in
8 time with equity, just as the original Golf
9 Channel favorable carriage and Versus
10 favorable carriage happened, with equity.

11 JUDGE SIPPEL: What I don't
12 understand and again, this is the 2009
13 negotiations, obviously the Tennis Channel
14 headquarters, the headquarters group, Mr.
15 Solomon at the top of course, there was kind
16 of a different flavor in terms of what is the
17 idea of how you get what you want from a cable
18 system or from a telephone company, whatever
19 it is. And some of the groundwork had been
20 laid by some of these earlier lawsuits. And
21 I am just asking this in context, not because
22 I am suggesting that was what was going on,

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1 but he said if he had -- I don't understand
2 why he didn't say not only am I going to give
3 you a discount but I am going to offer you
4 some equity because he knows the name of the
5 game. He knows everybody that offered -- I'm
6 sorry.

7 Nobody that does not offer equity
8 doesn't get the deal that they want. He just
9 knows that is going to happen.

10 MR. SCHMIDT: That proves our
11 case, Your Honor.

12 JUDGE SIPPEL: Not necessarily.

13 MR. SCHMIDT: Absolutely.

14 JUDGE SIPPEL: Not necessarily.
15 If you were in there while -- At another point
16 he was willing to give equity, earlier on.
17 And they said no. So then he comes back and
18 he says well now I am going to give you a
19 discount but I am not going to give you equity
20 and they said no.

21 MR. SCHMIDT: Yes.

22 JUDGE SIPPEL: It seems the

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1 logical thing to do well do you want to -- How
2 much equity do I have to give you, a little
3 bit? A lot? I mean, because it is kind of
4 like *The Three Bears*; Mama Bear, Papa Bear,
5 and Goldilocks. Something that offers
6 something that he could live with, he being
7 Mr. Solomon, and hopefully that maybe Comcast
8 would bite at it.

9 Go ahead. Go ahead.

10 MR. SCHMIDT: The law doesn't
11 require him to offer equity.

12 JUDGE SIPPEL: No, it doesn't.

13 MR. SCHMIDT: In fact, the law
14 says that if Comcast requires equity as a
15 condition for carriage, if Mr. Carroll made
16 the argument that he should have offered
17 equity, and because he didn't offer equity
18 that is the reason we didn't carry them, that
19 would be a per se Section 616 violation. The
20 law does not require that.

21 The difference between what
22 happened and --

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1 JUDGE SIPPEL: I know he couldn't
2 be squeezed for it but he is the one that
3 wanted it. He was going in and making the
4 deal. He was making the strong negotiation
5 position.

6 I am really not -- I am arguing
7 with myself on this because I am not saying
8 that he was required to do it or that there
9 was any obligation to do it. You are getting
10 into tricky waters here.

11 MR. SCHMIDT: I think you are.

12 JUDGE SIPPEL: So I will just
13 leave it at that. But I am just -- Do you see
14 what I am saying?

15 MR. SCHMIDT: Yes, I do. And I
16 think it comes from what happened in 2006 and
17 2007 and what was so different in 2006 and
18 2007 versus 2009. And that difference was in
19 2006 and 2007 they had to offer equity. Their
20 contract with Comcast says if you have offered
21 equity to someone else, you have to come to us
22 and offer equity to us. That is the MFN

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1 provision, the Most Favored Nations provision.

2 That is why they did it in 2006
3 and 2007, not because Mr. Solomon woke up and
4 said I want to do this. He may have wanted to
5 do that, but because he was required to under
6 the contract, based on the deals he did with
7 Dish and DirecTV. That is why that happened
8 in 2006 and 2007.

9 In 2009, he knew that hadn't
10 worked in 2006 and 2007. And he said to Mr.
11 Bond, what will it take to make it work. And
12 Mr. Bond said it will take a financial
13 incentive but I don't think you can do it. He
14 did it. He came back with a discount. And
15 what we now know from Mr. Rigdon is
16 essentially, there is no press that is good
17 enough for Comcast, short of giving the
18 channel away for free. And we are not even
19 sure that is good enough because they have
20 said they shouldn't be carried at any level
21 and only if ordered to carry us should they
22 carry us for free.

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1 So that is the credibility issue.

2 Mr. Bond says --

3 JUDGE SIPPEL: Well what about my
4 question on the similarity?

5 MR. SCHMIDT: Which one, Your
6 Honor?

7 JUDGE SIPPEL: I asked Mr. Carroll
8 a question on similarity.

9 MR. SCHMIDT: Yes.

10 JUDGE SIPPEL: Similarly situated.
11 Okay?

12 MR. SCHMIDT: Yes.

13 JUDGE SIPPEL: Here is a
14 hypothetical. To be similarly situated, --
15 This may be what a law school professor would
16 ask his class but not the way I am doing it.

17 To be similarly situated, in the
18 true sense, in the exact sense of the term,
19 you would not only have to be everything that
20 you said, genre, demographics, all that kind
21 of stuff, but everybody, every successful,
22 independent, most of them in the industry in

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1 fact, they give up some equity to be similarly
2 treated, to be treated equally. If you want
3 to join the club, you have to pay certain
4 prices.

5 You said it yourself that they
6 worked like heck between 2000 whatever it was,
7 2005 and 2009 to bring their programming and
8 everything up to snuff and getting people
9 interested. In addition to that, suppose
10 Comcast said well yes, but we also want a
11 piece -- No, I can't say that. I know they
12 can't squeeze it from you.

13 But really, isn't a similarly -- I
14 mean, who else gets the deal that you want to
15 get that isn't giving up some equity? Any MSD
16 table?

17 MR. SCHMIDT: That is the point
18 with Comcast.

19 JUDGE SIPPEL: No, I didn't say
20 Comcast. Anybody. Has anybody been able to
21 strike a deal like you are trying to strike
22 with Comcast with others?

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